

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

THE NECK HAMMOCK, INC., a Delaware corporation,

Plaintiff,

VS.

DFO Global Performance Commerce Limited, a Nevada limited liability company, STRONG CURRENT ENTERPRISES, LIMITED, a business entity of unknown registration, HEALTH AND SOLE, a business entity of unknown registration, and THINK TECH ENTERPRISES, LTD, a business entity of unknown registration, and JOHN DOES 1-10.

Defendants.

Case No: 2:20-cv-000222-RCJ-NJK

**PERMANENT INJUNCTION AGAINST
DFO GLOBAL PERFORMANCE
COMMERCE LIMITED, STRONG
CURRENT ENTERPRISES, LIMITED,
HEALTH AND SOLE, AND THINK
TECH ENTERPRISES, LTD,**

On this day, the Court considered the parties' Stipulation for Entry of a Stipulated Permanent Injunction. After consideration of the stipulation, and for good cause shown, the court makes the following findings of fact and conclusions of law:

1. Plaintiff THE NECK HAMMOCK, INC. ("NH") is a Delaware corporation with a principal place of business at 830 Hill Street, Apt. E, Santa Monica, California, 90405.

2. Defendant DFO GLOBAL PERFORMANCE COMMERCE LIMITED is a Nevada corporation with business address at 260 West 39th Street, Suite 202, Manhattan, New York, 10018, Defendant STRONG CURRENT ENTERPRISES LIMITED is a Hong Kong Private Limited Company with business address at Rm 2201 22/F Chinachem Century Tower, 178 Gloucester Road, Wan Chai, Hong Kong, Defendant THINK TECH SALES LIMITED dba HEALTH AND SOLE is a Hong Kong Private Limited Company with business address at Flat/Rm

1 709B, 7/F, Opulent Building, 402-6 Hennessy Road, Wan Chai, Hong Kong (collectively referred
2 to herein as "Defendants").

3. NecKomfort products (the "Subject Products") were previously available at the
4 following URLs including <https://www.buyneckomfort.com/>,
5 <https://www.buyneckomfort.com/en/pre-1b.html>, <https://www.healthandsole.com/>, and
6 <https://discounts-usa.com/lp/neckhammock.html>, as depicted below:



Neck Hammock



14 [Check Availability](#)

16 PERMANENT INJUNCTION

17 4. Defendants, their officers, agents, servants, employees, and all persons acting in
18 active concert or participation with them who receive actual notice of this injunction by personal
19 service or otherwise, are hereby permanently enjoined as follows:

20 a. Defendants are enjoined from using any of the NH Trademarks, United
21 States Trademark Registration Nos. 5,626,795; 5,439,768; 5,557,079, or any confusingly similar
22 mark, in connection with any product, packaging, product listing, domain name, business name,
23 or any other form of product identification.

24 b. Defendants are enjoined from producing, reproducing, distributing,
copying, or using any graphic or pictorial representation protected by the NH Copyright, United

States Copyright Registration No. VA 2-090-260, or any substantially similar variation thereof, in connection with any product, packaging, product listing, or any other product sale.

c. Defendants are enjoined from making, having made, using, selling, advertising, manufacturing, importing, or distributing the Subject Products, or any substantial imitation thereof, which infringes any of the NH Patents, U.S. Patents: 10,307,284; D824,035; D845,492; and D845,494; until the last of the NH Patents expires or is no longer in force.

d. Defendants are required to remove and/or immediately destroy all internet advertising and promotional materials within the direct control of Defendants, if any, whether such materials are in print, electronic, or other media that contain the NH Trademarks or NH Copyrights.

5. All parties shall bear their respective attorneys' fees and costs. The terms of the Settlement Agreement between the parties and this Judgment are to be construed together.

6. The Court shall maintain jurisdiction over this action for purposes of enforcement of this Permanent Injunction and the Settlement Agreement between NH and Defendants.

ORDER

IT IS SO ORDERED.

UNITED STATES DISTRICT JUDGE

DATED this 11th day of August, 2020.